

**DECLARATION FOR PATENT APPLICATION AND APPOINTMENT OF ATTORNEY**

As below named inventor, I hereby declare that my residences, post office addresses and citizenship is as stated below next to my name; I believe that I am the original, first and sole inventor of the subject matter which is claimed and for which a patent is sought on the invention entitled: **TEXTILE FINISHING PROCESS**

the specification of which:

☒ is attached hereto and identified as attorney docket No. REF/CIP19

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment(s) referred to above. I acknowledge the duty to disclose information which is material to patentability as defined in *Title 37, Code of Federal Regulations, §1.56*. I hereby claim foreign priority benefits under *Title 35, United States Code §119* of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application on which priority is claimed.

PRIOR FOREIGN APPLICATION(S)			PRIORITY CLAIMED	
Number	Country	Day/Month/Year Filed	Yes	No
	NONE			

☐ Additional Priority Application(s) Listed on Following Page(s)

I HEREBY CLAIM THE BENEFIT UNDER TITLE 35 U.S. CODE §119(E) OF ANY U.S. PROVISIONAL APPLICATIONS LISTED BELOW.	
Application Number	Day/Month/Year Filed
60/046,298	May 13, 1997

☐ Additional Provisional Application(s) Listed on Following Page(s)

I hereby claim the benefit under *Title 35, United States Code, §120* of any United States application(s) or PCT international application(s) designating The United States of America listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in that/those prior application(s) in the manner provided by the first paragraph of *Title 35, United States Code, §112*, we acknowledge the duty to disclose information which is material to patentability as defined in *Title 37, Code of Federal Regulations, §1.56* which became available between the filing date of the prior application(s) and the national or PCT international filing date of this application:

Application Number	Filing Date	Status - Patented, Pending or Abandoned
09/075,334	May 11, 1998	Pending
09/163,319	September 30, 1998	Pending

☐ Additional US/PCT Priority Application(s) listed on Following Page(s)

I hereby declare that all statements made herein of our own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under section 1001 of title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

**POWER OF ATTORNEY:** I hereby appoint as my attorneys, with full powers of substitution and revocation, to prosecute this application and transact all business in the Patent and Trademark Office connected therewith: J. Ernest Kenney, Reg. No. 19,179; Eugene Mar, Reg. No. 25,893; Richard E. Fichter, Reg. No. 26,382; Charles R. Wolfe, Jr., Reg. No. 28,680; Thomas J. Moore, Reg. No. 28,974; Joseph DeBenedictis, Reg. No. 28,502; Benjamin E. Urcia, Reg. No. 33,805; and

I authorize our attorneys to accept and follow instructions from \_\_\_\_\_ regarding any matter related to the preparation, examination, grant and maintenance of this application, any continuation, continuation-in-part or divisional based thereon, and any patent resulting therefrom, until we or our assigns withdraw this authorization in writing.

Send correspondence to:

**BACON & THOMAS**  
625 Slaters Lane - 4th Floor  
Alexandria, VA 22314

Telephone Calls to: Richard E. Fichter  
(703) 683-0500

FULL NAME OF FIRST NAMED INVENTOR <b>George L. PAYET</b>	CITIZENSHIP United States
RESIDENCE ADDRESS 7781 Gwenwyn Drive Cincinnati, Ohio 45236	POST OFFICE ADDRESS IS THE SAME AS RESIDENCE ADDRESS UNLESS OTHERWISE SHOWN BELOW American Laundry Machinery Incorporated 5050 Section Avenue, Cincinnati, Ohio 45212-2099
DATE <i>March 12, 1999 (3/12/99)</i>	SIGNATURE <i>George L. Payet</i>

Docket No. 9116-416

**PATENT**

**CERTIFICATE OF MAILING**

I hereby certify that this paper is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to: Assistant Commissioner for Patents, Washington, DC 20231 on 04-19-00

Bonnie A. Reme

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Applicant: George L. Payet : Group Art Unit: 1751  
Serial No.: 09/267,654 : Examiner: C. Ingersoll  
Filed: March 15, 1999 :  
For: **Textile Finishing Process**

**ASSOCIATE POWER OF ATTORNEY**

Assistant Commissioner for Patents  
Washington, DC 20231

Dear Sir:

Procter & Gamble AG, 1 Rue Pre de la Bichette, 1211 Geneva 2, Switzerland, is Assignee of application Serial No. 09/267,654 by virtue of an Assignment (copy attached) executed September 30, 1999, by American Textile Solutions, Inc., 5050 Section Avenue, Cincinnati, Ohio 45212, which had been the assignee by virtue of an Assignment (copy attached) executed March 25, 1999, by American Laundry Machinery, 5050 Section Avenue, Cincinnati, Ohio 45212, which had been the assignee by virtue of an Assignment (copy attached) executed March 12, 1999, by inventor George L. Payet, 7781 Gwenwyn Drive, Cincinnati, Ohio 45236.


The Examiner is requested to recognize Brian Bolam, Registration No. 37,513, The Procter & Gamble Company, and Ronald J. Snyder, Registration No. 31,062; James D. Liles, Registration No. 28,320; Holly D. Kozlowski, Registration No. 30,468; Phillip A. Rotman II, Registration No. 38,290; Martin J. Miller, Registration No. 35,953; Victor C. Moreno, Registration No. 40,732; Jackie A. Zurcher, Registration No. 42,251; John V. Harmeyer, Registration No. 41,815; Scott N. Barker, Registration No. 42,292; Geoffrey L. Oberhaus, Registration No. 42,995; Joseph P. Mehrle, Registration No. P-45,535; John P. Colbert, Registration No. P-45,765; and Stephen S. Wentsler, Registration No. P-46,403, my attorneys, c/o Dinsmore & Shohl LLP, 1900 Chemed Center, 255 East Fifth Street, Cincinnati, Ohio 45202, (513) 977-8200 in this application.

The undersigned acknowledges that he/she is empowered to act as set forth herein on behalf of the assignee.


The undersigned hereby declares that all statements made herein of his/her own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Respectfully submitted,

PROCTER & GAMBLE AG

  
S.H. Karpat

*Directors*

  
W.J. Rollason

February 7, 2000

February 7, 2000

## ASSIGNMENT

AMERICAN TEXTILE SOLUTIONS, INC., an Ohio corporation, having its principal place of business at 5050 Section Avenue, Cincinnati, Ohio, 45212, hereinafter "ASSIGNOR", is the owner of each U.S. patent and/or U.S. patent application, and owner of the corresponding foreign and international applications identified on Appendix A hereof, each such U.S. patent and patent application hereinafter referred to as "U.S. Patent Property", and each such foreign and international application hereinafter referred to as "Foreign Patent Property".

As used herein, "U.S. Patent Property" also shall include any Related U.S. Patent and Patent Application (as defined herein); all inventions and subject matter disclosed in the U.S. Patent Property, whether claimed therein or not; and any extension, substitute, reissue and reexamination certificate based upon the U.S. Patent Property. "Related U.S. Patent and Patent Application" shall mean any U.S. patent application, irrespective of its filing date, that was, is or will be related to any U.S. Patent Property as a provisional, continuation, continuation-in-part, continued prosecution or divisional U.S. patent application or any U.S. patent application which any part of the U.S. Patent Property claims priority rights and any U.S. patent granted or that may be granted on such U.S. patent application.

As used herein, "Foreign Patent Property" also shall include any Related Foreign or International Application (as defined herein); all inventions and subject matter disclosed in the Foreign Patent Property, whether claimed therein or not; and any extension, substitute, reissue and reexamination certificate based upon the Foreign Patent Property. "Related Foreign Patent and Patent Application" shall mean any Foreign patent application, irrespective of its filing date, that was, is or will be related to any Foreign Patent Property as a provisional, continuation, continuation-in-part, continued prosecution or divisional Foreign patent application or any Foreign patent application which any part of the Foreign Patent Property claims priority rights and any Foreign patent granted or that may be granted on such Foreign patent application. Foreign means any country, territory, possession or domain other than the United States, its territories and possessions.

ASSIGNOR, for good and valuable consideration, the receipt of which is hereby acknowledged by ASSIGNOR, hereby grants, assigns and conveys to PROCTER & GAMBLE

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AG, a corporation organized and existing under the Laws of Switzerland, having its principal place of business at 1, rue du Pre de la Bichette, 1211 Geneva 2, Switzerland, hereinafter "ASSIGNEE", the entire right, title and interest in and to the U.S. Patent Property throughout the United States of America and its Territorial Possessions.

ASSIGNOR also hereby grants, assigns and conveys to ASSIGNEE all right, title and interest in and to the foreign Patent(s) or Patent Application(s) identified on Appendix A hereof. The U.S. Patent Property and Foreign Patent Property collectively may be referred to herein as "U.S. and Foreign Patent Properties".

ASSIGNOR also hereby grants, assigns and conveys to ASSIGNEE the right to apply anywhere in the World for foreign patent(s) or the equivalent in respect of or based upon the U.S. and Foreign Patent Properties including the right to claim the benefit of any international convention or treaty including the Patent Cooperation Treaty (PCT) and to claim priority pursuant to rights accorded ASSIGNOR under the terms of the International (Paris) Convention For The Protection of Industrial Property and any and all other available international conventions and treaties.

ASSIGNOR also sells, assigns and transfers to ASSIGNEE the right to assert and enforce all rights arising from the U.S. and Foreign Patent properties with respect to any infringement of same that occurred before execution of this Assignment and to retain any monies or other damages or awards that may be received by ASSIGNEE as a result thereof. ASSIGNOR hereby covenants that ASSIGNOR has the right to grant this Assignment, and that no other assignment, sale agreement, pledge or encumbrance of any kind has been or will be entered into which will or would conflict with this Assignment, or otherwise interfere with the transfer of rights stated in this document, or the enjoyment of such rights by ASSIGNEE. If the person(s) signing this ASSIGNMENT is acting in a representative capacity on behalf of ASSIGNOR, then ASSIGNOR and such person(s) hereby represent and warrant that such person(s) is(are) duly authorized and empowered by ASSIGNOR to execute this ASSIGNMENT on behalf of ASSIGNOR.

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ASSIGNOR further covenants to execute or have executed any documents in connection with affirming the rights of ASSIGNEE pursuant to this Agreement and the filing, prosecution, maintenance, defense, enforcement, licensing and transferral of ownership of said U.S. and Foreign Patent Properties that may be legally requested of ASSIGNOR by ASSIGNEE and that ASSIGNOR is legally capable of executing or having executed, all without further consideration except direct incidental costs related thereto.

ASSIGNOR further agrees to furnish to ASSIGNEE copies of any documents or other information in ASSIGNOR's possession, custody or control that legally may be requested of ASSIGNOR by ASSIGNEE in connection with enforcing, defending or affirming the rights of ASSIGNEE pursuant to this Assignment and incidental to the filing, prosecution, maintenance, defense, enforcement, licensing and transferral of ownership by Assignee of the U.S. and Foreign Patent Properties all without further consideration except direct costs related thereto.

ASSIGNOR also agrees to provide testimony for or on behalf of ASSIGNEE that lawfully may be required or requested of ASSIGNOR by ASSIGNEE in respect of enforcing, defending or affirming the rights of ASSIGNEE pursuant to this Agreement and the filing, prosecution, maintenance, defense, enforcement, licensing and transferral of ownership of the U.S. and Foreign Patent Properties, all without further consideration, but subject to ASSIGNEE's payment of ASSIGNOR's reasonable direct expenses in respect to such testimony, including lost earnings or wages, incurred by ASSIGNOR in connection with ASSIGNOR's furnishing such testimony. With respect to pending patent applications constituting the U.S. and Foreign Patent Properties, ASSIGNOR hereby authorizes any patent office or agency responsible for the administration of intellectual property laws anywhere in the World to grant patent rights or the equivalent thereof to ASSIGNEE to the full end of the term for which any such patent or equivalent rights may be granted or requested by ASSIGNEE, as fully and entirely as the same would have been granted to ASSIGNOR had this assignment not been made. The rights and obligations of ASSIGNOR under this instrument shall extend to and be binding upon ASSIGNOR's successors, heirs, executors, administrators and legal

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representatives. The term ASSIGNEE, as used herein, shall include ASSIGNEE's successors, assigns, transferees, heirs, executors, administrators and legal representatives.

IN WITNESS WHEREOF, I(We) have hereunto set hand and seal this 30<sup>TH</sup> day of SEPTEMBER, 1999.

AMERICAN TEXTILE SOLUTIONS, INC.

By Anthony Y. Strike  
Signature

ANTHONY Y. STRIKE, PRESIDENT  
Print Name and Title